

1 BILL NO. S-86-09-22

2 SPECIAL ORDINANCE NO. S-160-86

3 AN ORDINANCE approving Water Contract
4 86-XP-3, North Clinton Street Water
5 Main Extension, between All Star
6 Construction & Excavating, Inc.
and the City of Fort Wayne, Indiana,
in connection with the Board of
Public Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Water Contract 86-XP-3, North
10 Clinton Street Water Main Extension, by and between All Star
11 Construction & Excavating, Inc. and the City of Fort Wayne, Indiana,
12 in connection with the Board of Public Works and Safety, for:

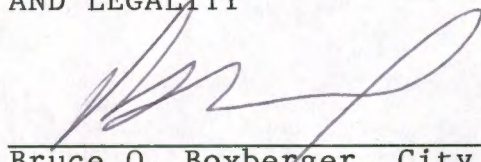
13 the installation of ductile iron
14 water main as follows: 900+L.F.
15 of 12" and 3,300+L.F. of 16" water
16 main on North Clinton Street, from
17 an existing water main 250+L.F.
north of River Cove Trail, Northward
to Clinton Park and including Clinton
Park;

18 the Contract price is One Hundred Twenty-Six Thousand Fifty-Eight
19 and 65/100 Dollars (\$126,058.65), all as more particularly set
20 forth in said Contract, which is on file in the Office of the
21 Board of Public Works and Safety and, is by reference incorporated
22 herein, made a part hereof, and is hereby in all things ratified,
23 confirmed and approved. Two (2) copies of said Contract are
24 on file with the Office of the City Clerk and made available
25 for public inspection, according to law.

26 SECTION 2. That this Ordinance shall be in full force
27 and effect from and after its passage and any and all necessary
28 approval by the Mayor.

29
30 
31 Councilmember

32 APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.

DATE: 9-23-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 10-14-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (~~APPROPRIATION~~) (~~GENERAL~~) (~~SPECIAL~~) (~~ZONING MAP~~) ORDINANCE (RESOLUTION) NO. I-160-86 on the 14th day of October, 1986.

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of October, 1986, at the hour of 11:30 o'clock A. .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 16th day of October, 1986, at the hour of 9:00 o'clock A. .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY
Invitation For Bids/Award Of Contract*
(NON-FEDERALLY ASSISTED Construction)

Page 1 of _____

PROJECT: NORTH CLINTON STREET WATER MAIN EXT. **CONTRACT #:** 86-XP-3

CONTENTS

Check if Contained	Pages	
x	1	COVER SHEET
x	11 - 19	INSTRUCTION TO BIDDERS
x	S1	SCHEDULE
x	S2-3	SCHEDULE OF ITEMS
x	GP1 - GP7	GENERAL PROVISIONS
		SPECIAL CONDITIONS
x		PLANS AND SPECIFICATIONS
x		DRAWINGS
x	S4	NOTES 1 AND 2
x	SS1-SS2	SUPPLEMENTARY SPECIFICATIONS

ATTACHMENTS

x		NON-COLLUSION AFFIDAVIT
x		BIDDER'S BOND
x		PERFORMANCE BOND
		STATE BOARD OF ACCOUNTS FORM 96A
x		CERTIFICATE IN LIEU OF FINANCIAL STATEMENT 96A
x		PREVAILING WAGE SCALE - STATE OF INDIANA
x		PAYMENT BOND
x		WARRANTY BOND
x		CERTIFICATION OF BIDDER/VENDOR
x		CERTIFICATION OF NON-SEGREGATED FACILITIES

DISCOUNT FOR PROMPT PAYMENT (SEE GENERAL PROVISIONS' CLAUSE)	10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	OTHER _____ %
-----------------------------------------------------------------	-----------------------------	-----------------------------	-----------------------------	------------------

ACKNOWLEDGEMENT OF AMENDMENTS	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

* * * * *

BID SUBMITTED

All Star Construction & Excavating, Inc.

Contractor

By: Edward F. Fox

Attest: Edward W. Fox

Its: President

Offer

Date: August 20, 1986

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

COMPLIANCE: SR Shwab

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS AND SAFETY

James D. Connelley

CITY OF FORT WAYNE

MAYOR

Walter E. ...

AWARD DATE: 9-3/86

D.C. 2/85

B.O.W. NON-FED.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____ %

For WBE specify percentage of women ownership _____ %

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____. (cross out inapplicable provision)

- C. The undersigned commits 3 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Ardmore Asphlt.	FT. Wayne	asphalt Paving
2. Daines Const	" "	Concrete
3. West Acres	" "	Landscaping

- D. The undersigned commits 25 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Buzzard Bro. Trucking	Zanesville	Trucking
2.	Ind	
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

- My Company cannot meet the participation goals for the following reasons:
The Pine and Fitting are 75% of the Job -
Coast, Dollar amount for subcontractor
is limited
- We have taken the following steps in an attempt to comply with these participation goals: Filled all work on this Job
to be subcontracted to MBE or
WBE subcontractors
(attach additional sheets as necessary)

Contractor All Star Constuction &

Excavating, Inc.

By Edward F. Foss
Edward F. Foss

Its _____ President

Contractor _____

By _____

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

2. My Company has taken the following steps in an attempt to comply with the 17 $\frac{1}{2}$ hourly utilization figure:

(attach additional sheets if necessary)

Contractor All Star Construction & Excavating, Inc.

By

Edward F. Foss

Edward F. Foss

Its

President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not; bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE
Board of Public Works & Safety

The Contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

WATER CONTRACT NO. 86-XP-3

The installation of 900± L.F. of 12" and 3,300± L.F. of 16" water main on North Clinton Street, from an existing water main 250± L.F. north of River Cove Trail, northward to Clinton Park, and, including Clinton Park.

CONTRACT NO. 86-XP-3

All work will be performed in accordance with RESOLUTION NO. _____ the IFB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF \$ 126,058.65 (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The work shall be commenced within ten (10) days after the Board issues a written "Notice to Proceed." All work shall be completed within 180 days after issuance of the Notice to Proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

- ☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X",) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liquidated damages in the sum of \$ _____ per day for each and everyday after _____ days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of \$ _____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY
16" WATER MAIN EXTENSION ON NORTH CLINTON STREET
WATER CONTRACT NO. 86-XP-3

BOARD ORDER NO. 143-86

WORK ORDER NO. 63892

SCHEDULE OF UNIT PRICES

DIV. I (OFFSITE) BASE BID

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1.	3,300± L. F.	16" D.I. CL. 50 WATER MAIN	24.80	81840.00
4.	3 EA.	16" BUTTERFLY VALVE W/BOX	1499.25	4497.75
6.	1 EA.	8" GATE VALVE W/BOX	440.00	440.00
8.	1 EA.	16"x16"x8" TEE (RESTRAINED)	486.00	486.00
9.	1 EA.	16"x16"x12" TEE (RESTRAINED)	876.00	876.00
11.	4 EA.	16"x45° ELL (RESTRAINED)	509.50	2038.00
14.	1 EA.	16"x6" M.J. REDUCER (RESTRAINED)	197.00	197.00
15.	1 EA.	8"x6" M.J. REDUCER (RESTRAINED)	93.61	93.61
17.	1 EA.	TYPE I FIRE HYDRANT ASSEMBLY (ON 16")	1367.04	1367.04
18.	2 EA.	TYPE III FIRE HYDRANT ASSEMBLY (ON 16")	1452.00	2904.00
19.	2 EA.	TYPE V FIRE HYDRANT ASSEMBLY (HYDRANT ONLY)	672.00	1344.00
23.	20± L.F.	ASPHALT PAVEMENT REPLACEMENT	15.00	300.00
26.	75± L.F.	STONE DRIVE REPLACEMENT	5.55	431.25
27.	20± S.Y.	REVTMENT RIP RAP (DITCH CROSSING)	14.00	280.00
28.	2,800± L.F.	GRASS RESTORATION	.90	2520.00
DIV. I (OFFSITE) BASE BID SUBTOTAL				99614.6

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this 20 day of August, 1986.

FIRM NAME All Star Construction & Excavating

BY: Edward F. Foss

Edward F. Foss

President

IN TESTIMONEY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 20 day of August, 19 86.

All Star Construction & Excavating, Inc.

NAME OF CORPORATION

BY: Edward F. Foss

PRESIDENT

ATTEST:

Edward W. Foss

Edward W. Foss, Secretary

NOTE 1:

Use this form, if Cashier's or Certified Check accompanies bid:

Enclosed, herewith, find Cashier's or Certified Check for \$ _____

being % of the maximum bid herein, made payable to:

THE CITY OF PORT WAYNE, INDIANA

the proceeds, of which, are to remain the absolute property of said City, if

BIDDER

shall not within _____ days after Notice of Acceptance of the within bid, enter into a written contract, and secure said contract by a bond, for the full amount of the contract to the approval of the proper officials of said City.

NOTE 2:

Use this form, if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to ten (10%) per cent of maximum bid herein, subject to the approval of the Board of Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award

_____ All Star Construction & Excavating, Inc. _____

the contract for said work, and if _____

_____ All Star Construction & Excavating, Inc. _____

shall enter into a contract and furnish a 100% Performance Bond as required within ten (10) days from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void, otherwise, to remain in full force and effect.

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and Edward F. Foss

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

All Star Construction & Excavating, Inc.

Edward F. Foss

Edward F. Foss

President

Subscribed and sworn to before me by Edward F. Foss
this 20th day of August, 19 86.

My Commission Expires:

1-25-89

Joan M. Gutermuth

NOTARY PUBLIC

Resident of Allen County, IN

Subscribed and sworn to before me by _____

this _____ day of _____, 19 _____.

My Commission Expires:

NOTARY PUBLIC

Resident of _____ County, IN

Subscribed and sworn to before me by _____

this _____ day of _____, 19 _____.

My Commission expires:

NOTARY PUBLIC

Resident of _____ County, IN

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Edward F. Foss, the President
Name
, of All Star Construction & Excavating, Inc.
Position **Company**

HEREBY CERTIFY:

1. That the Financial Statement of said Company, dated the 21 day of November, 19 85, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said Company, as of the date hereof;
2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

DATED: August 20, 1986

Edward F. Fess

President

Title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 20 day of August, 1986.

Joan M. Gutermuth
NOTARY PUBLIC Joan M. Gutermuth
A Resident of Allen County, IN

My Commission Expires:

1-25-89

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of All Star Construction & Excavating, Inc., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of All Star Construction & Excavating, Inc., that All Star Construction & Excavating, Inc. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 20th day of August, 19 86.

All Star Construction & Excavating, Inc.
(Name of Bidder/Vendor)



Edward F. Foss President
(Name and Title of Person Signing)

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 20 August, 19 86 All Star Construction & Excavating, Inc.

(Name of Bidder)

By

Edward F. Foss
Edward F. Foss

Official Address (including
ZIP code):

5722 Langford Lane
Fort Wayne, IN 46804

President

Title

It is the policy of All Star Construction & Excavating, Inc that
(Company)

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy All Star Construction & Excavating, Inc. will not
(Company)

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The All Star Construction & Excavating will take affirmative action
(Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

All Star Construction & Excavating, Inc.
(Name of Company)

Edward F. Fox
(Signature of Company Official)

20 August 1986

(Date)

BID BOND

Approved by The American Institute of Architects,
A.I.A. Document No. A-310 (Feb. 1970 Edition)



KNOW ALL MEN BY THESE PRESENTS,

That we ALL STAR CONSTRUCTION & EXCAVATING, INC.
and THE CONTINENTAL INSURANCE COMPANY as Principal, hereinafter called the Principal,
of New York
a corporation duly organized under the laws of the State of New York, as Surety, hereinafter called the Surety, are held
and firmly bound unto City of Fort Wayne, Indiana, %Board of Public Works &
Safety, 1 Main St., 9th Floor, Fort Wayne, Indiana 46802
as Obligee, hereinafter called the Obligee,
in the sum of Ten Per Cent (10%) of Maximum Bid----- Dollars
(\$ -----), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind our-
selves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Construction of North Clinton St.
Water Main, Contract #86-XP-3

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of August A. D. 1986

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)

BY Edward J. Foss (Principal)
(Title)

Edward W. Foss
(Witness)

YASTE, ZENT & RYE AGENCY, INC.

THE CONTINENTAL INSURANCE COMPANY (Seal)
(Surety)

Donald Robertson, Attorney at Law
Attorney-in-Fact (Title)

Carol J. Klunk
(Witness)

127 W. Berry St.
Fort Wayne, Indiana 46802

The Continental Insurance Company

180 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

Donald T. Belbutowski of Fort Wayne, Indiana

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Five Million (\$5,000,000) Dollars.

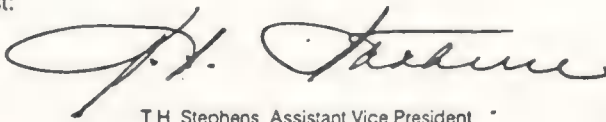
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

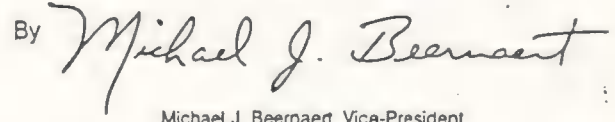
FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 4th day of June, 1984.

Attest:


T.H. Stephens, Assistant Vice President

THE CONTINENTAL INSURANCE COMPANY

By 
Michael J. Beernaert, Vice-President

STATE OF NEW JERSEY }
COUNTY OF MIDDLESEX }

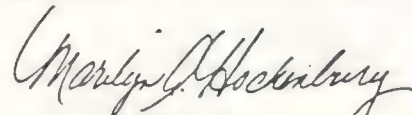
ss.:



On this 4th day of June, 1984, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



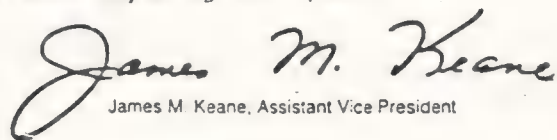
CERTIFICATE


Marilyn A. Hockenbury
A Notary Public of New Jersey
My Commission Expires June 23, 1988

I, the undersigned, an Assistant Vice President of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at Piscataway, in the State of New Jersey. Dated the 20th day of August, 1986.




James M. Keane, Assistant Vice President

CONTRACTOR			ENGR		EST		ALL STAR		LAND INC.		T-6		EXCA.		SCHEDULEMAN		JOHN DEHNER		BERRY INC.		W.C. GOSBY	
BIDDER'S BOND			NON - COLLUSION		AFFIDAVIT		FINANCIAL STATE		EEO STATE		COMPLETION TIME		YES		YES		YES		YES		YES	
ITEM QUANTITY			DESCRIPTION		U.P.		EXTENSION		U.P.		EXTENSION		U.P.		EXTENSION		U.P.		EXTENSION		U.P.	
DIV. I (OFFSITE) BASE BID																						
1	3300 L.F.	16" D.I. CL. 50 WATER MAIN	25.17	83061.00	24.80	91940.00	25.40	83820.00	26.33	86,889.00	26.85	88,605.00	30.94	102,482.00	36.52	120,516.00						
4	3 ea.	16" BUTTERFLY VALVE w/ BOX	1200.00	3,600.00	1499.25	4497.75	1700.00	5,100.00	2712.00	6,136.00	1920.00	5,710.00	2,092.75	6,246.25	2000.00	6,000.00						
6	1 ea.	8" GATE VALVE w/ BOX	500.00	500.00	440.00	440.00	470.00	470.00	1518.00	1518.00	465.00	465.00	618.75	618.75	625.00	625.00						
8	1 ea.	16"x16"x8" TEE (RESTRAINED)	550.00	550.00	486.00	486.00	470.00	490.00	880.00	880.00	645.00	645.00	477.50	477.50	1000.00	1000.00						
9	1 ea.	16"x16"x12" TEE (RESTRAINED)	600.00	600.00	876.00	876.00	500.00	500.00	912.00	912.00	645.00	645.00	486.25	486.25	1025.00	1025.00						
11	4 ea.	16"x45" ELL (RESTRAINED)	375.00	1,500.00	509.50	2038.00	370.00	1480.00	655.00	2620.00	455.00	1820.00	336.25	1325.00	1100.00	4400.00						
14	1 ea.	16"x6" M.J. REDUCER (RESTRAINED)	350.00	350.00	171.00	147.00	270.00	270.00	639.00	639.00	300.00	300.00	218.75	218.75	800.00	800.00						
15	1 ea.	8"x6" M.J. REDUCER (RESTRAINED)	200.00	200.00	93.61	93.61	110.00	110.00	215.00	215.00	150.00	150.00	100.00	100.00	500.00	500.00						
17	1 ea.	TYPE I F.H. ASSEMBLY (ON 16")	1200.00	1200.00	1367.04	1367.04	1720.00	1720.00	2222.00	2222.00	1520.00	1520.00	1940.00	1940.00	2300.00	2300.00						
18	2 ea.	TYPE III F.H. ASSEMBLY (ON 16")	1600.00	3200.00	1452.00	2904.00	1750.00	3500.00	2270.00	4540.00	1725.00	3450.00	1977.50	3955.00	2350.00	4700.00						
19	2 ea.	TYPE V F.H. ASSEMBLY (HND ONLY)	1200.00	2400.00	672.00	1344.00	830.00	1660.00	1382.00	2764.00	775.00	1550.00	980.00	1960.00	1000.00	2000.00						
23	201 L.F.	ASPHALT PAVEMENT REPLACEMENT	18.00	360.00	15.00	300.00	15.00	300.00	30.39	607.80	34.50	680.00	25.41	508.20	40.00	800.00						
26	751 L.F.	STONE DRIVE REPLACEMENT	4.00	300.00	5.75	431.25	1.00	75.00	4.25	318.75	1.60	120.00	3.30	247.50	6.00	450.00						
27	2015 L.F.	REVIEWMENT RIP RAP (DITCHING CROSSING)	12.00	240.00	14.00	280.00	10.00	200.00	12.35	247.00	28.75	575.00	9.90	198.00	20.00	400.00						
28	2800 L.F.	GRASS RESTORATION	1.00	2800.00	0.90	2520.00	0.50	1400.00	0.60	1680.00	1.30	3640.00	0.55	1540.00	3.00	8400.00						
SUBTOTAL				109,841.00		99,644.65		101,145.00		114,188.55		109,935.00		121,943.20		153,946.00						
DIV. II (ON SITE) BASE BID																						
2	900 L.F.	12" D.I. CL. 50 WATER MAIN	21.00	18,900.00	20.08	18072.00	21.00	18900.00	18.30	16,470.00	25.75	23,175.00	24.45	22,005.00	24.15	24,735.00						
5	2 ea.	12" GATE VALVE w/ BOX	900.00	1,800.00	718.00	1436.00	780.00	1560.00	2100.00	2100.00	835.00	1670.00	937.50	1,875.00	1000.00	2000.00						
12	1 ea.	12"x90" ELL (RESTRAINED)	300.00	300.00	288.00	288.00	255.00	255.00	325.00	325.00	265.00	265.00	195.00	195.00	600.00	600.00						
16	1 ea.	12"x6" M.J. REDUCER (RESTRAINED)	225.00	225.00	145.00	145.00	180.00	180.00	190.00	190.00	210.00	210.00	191.25	191.25	500.00	500.00						
19	1 ea.	TYPE V F.H. ASSEMBLY (HND ONLY)	1200.00	1,200.00	640.00	640.00	830.00	830.00	1385.00	1385.00	775.00	775.00	980.00	980.00	1000.00	1000.00						
20	1 ea.	TYPE III F.H. ASSEMBLY (ON 12")	1500.00	1,500.00	1333.00	1333.00	1550.00	1550.00	2021.00	2021.00	1520.00	1520.00	1753.75	1753.75	2150.00	2150.00						
22	801 L.F.	ASPHALT PAVEMENT REPLACEMENT	18.00	1,440.00	15.00	1200.00	15.00	1200.00	30.39	2431.20	38.50	3080.00	35.41	2872.80	40.00	3200.00						
24	1001 L.F.	ASPHALT DRIVE REPLACEMENT	14.00	1,400.00	15.00	1500.00	10.00	1000.00	24.39	2439.00	34.50	3450.00	12.71	1271.00	36.00	3600.00						
25	601 L.F.	CONCRETE DRIVE REPLACEMENT	21.00	1,260.00	18.00	1080.00	15.00	900.00	27.00	1620.00	12.75	765.00	17.60	1056.00	40.00	2400.00						
29	700 L.F.	GRASS RESTORATION	1.00	700.00	1.00	700.00	0.50	350.00	0.60	420.00	1.30	910.00	0.55	385.00	3.00	2100.00						
SUBTOTAL				83,735.00		76,444.00		76,735.00		79,301.20		85,820.00		84,684.80		89,285.00						
TOTAL BID				193,576.00		176,088.65		177,880.00		193,489.75		195,755.00		206,628.00		243,231.00						

M E M O R A N D U M

RECEIVED

AUG 25 1986

FORT WAYNE WATER UTILITY
1000 WEST

TO: THE BOARD OF PUBLIC WORKS

FROM: Sandra Schwab, Compliance *ES*

RE: Compliance Requirements for 86-XP-3,
North Clinton Street Water Main and 85-XP-5,
Ardmore Avenue, between Engle Road and
Westbury Drive

DATE: August 25, 1986

With respect to General Ordinance Number G-16-84, "Minority Business Enterprise and Women Business Enterprise Ordinance of 1984," and Special Anti-Apartheid Ordinance Number 257-85, the low bidder, All Star Construction and Excavating, Incorporated for 86-XP-3, has satisfied all requirements.

The low bidder for 86-XP-5, Miller and Associates failed to submit the Certificate of Bidder/Vendor for Special Anti-Apartheid Ordinance Number 257-85. Miller has not committed any percentage of project work hours to minorities and/or females. On Miller's last City-let project, 85-XP-8, Saint Joseph Center Road Connecting Feeder Main, Miller submitted an incomplete bid on November 25, 1985. On December 2, 1985, Miller submitted completed documents and was subsequently awarded the project. Two other irregularities occurred during this project. On June 11, 1986, Al Gale of Underground Pipe and Valve, an apparent sub-contractor of Miller's, called alleging non-payment from Miller because of EEO requirements. A check revealed payment had been made by the City to Miller, via mail, on June 4, 1986.

Miller further signed bid documents affirming a 17% work hour commitment for minorities and/or females. On March 31, 1986 and April 8, 1986, the Compliance Officer found four white males working on each date. There were no females and/or American Indians or Alaskan Natives working on either date. On May 20, 1986, Miller submitted a signed, dated "Contractor's Monthly Employment Report" documenting 9 female employees and one American Indian or Alaskan Native. (Copy attached). All evidence would indicate inaccurate data for this project.

Based on the aforementioned items, we would not endorse the award of 86-XP-5 to Miller and Associates.

The second low bidder, Land Excavating, Incorporated, is in compliance with both G-16-84 and 257-85.

cc: ✓ Terry Atherton
Chuck Bailey
file

Date: 5-20-86 Page 1 of 1



Bond No.

PERFORMANCE BOND

Approved by The American Institute of Architects
A.I.A. Document No. A-311 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

That ALL STAR CONSTRUCTION & EXCAVATING, INC.
(Here insert full name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and THE CONTINENTAL INSURANCE COMPANY as Surety,
(Here insert full name and address or legal title of Surety)

hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Indiana, %Board of Public
(Here insert full name and address or legal title of Owner)

Works & Safety, 1 Main St., 9th Floor, Fort Wayne, Indiana 46802

as Obligee, hereinafter called Owner, in the amount of One Hundred Twenty Six Thousand, Fifty Eight
and 65/100 Dollars (\$ 126,058.65),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated September 3, 1986
entered into a contract with Owner for Contract #86-XP-3 Construction of North Clinton St.
Water Main Work Order #63892

in accordance with drawings and specifications prepared by _____
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 3rd day of September A.D. 19 86

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)

BY: Edward R. [Signature] (Principal)
(Title)

(Witness)

YASTE, ZENT & RYE AGENCY, INC.

THE CONTINENTAL INSURANCE COMPANY (Seal)

Carol J. [Signature]
(Witness)

[Signature] (Surety)
Attorney-in-Fact (Title)

LABOR AND MATERIAL PAYMENT BOND
 Approved by The American Institute of Architects
 A.I.A. Document No. A-311 (Feb. 1970 Edition)

Note: This bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the contract
KNOW ALL MEN BY THESE PRESENTS:

That ALL STAR CONSTRUCTION & EXCAVATING, INC.
 (Here insert full name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and THE CONTINENTAL INSURANCE COMPANY as Surety,
 (Here insert full name and address or legal title of Surety)

hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Indiana, %Board of Public
 (Here insert full name and address or legal title of Owner)

Works & Safety, 1 Main St., 9th Floor, Fort Wayne, Indiana 46802
 as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of
One Hundred Twenty Six Thousand, Fifty Eight and 65/100-----Dollars (\$ 126,058.65),
 (Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
 jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated September 3, 1986
 entered into a contract with Owner for Contract #86-XP-3 Construction of North Clinton St.
Water Main Work Order 63892
 in accordance with drawings and specifications prepared by _____

(Here insert full name, title and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed, the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which the legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 3rd day of September A.D. 19 86

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)

BY: Eduardo J. Roman
 (Principal)
 (Title)

(Witness)

YASTE, ZENT & RYE AGENCY, INC.

THE CONTINENTAL INSURANCE COMPANY (Seal)

(Surety)

Carol J. Rumba
 (Witness)

Attorney-in-Fact

(Title)

The Continental Insurance Company

180 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed and by these presents does make, constitute and appoint

Donald T. Belbutowski of Fort Wayne, Indiana

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Five Million (\$5,000,000) Dollars.

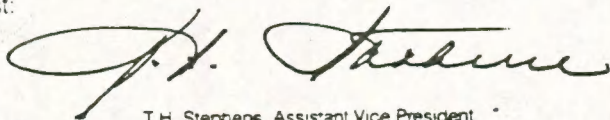
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED: that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company be, and that each or any of them is authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

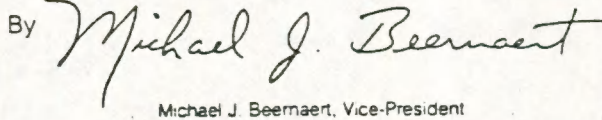
FURTHER RESOLVED: that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 4th day of June, 1984.

Attest:


T.H. Stephens, Assistant Vice President

THE CONTINENTAL INSURANCE COMPANY

By 
Michael J. Beernaert, Vice-President

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

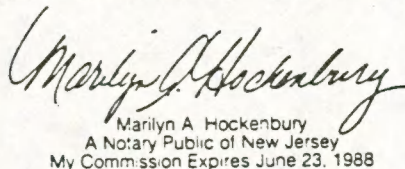
ss.:



On this 4th day of June, 1984, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



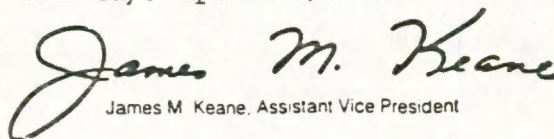
CERTIFICATE


Marilyn A. Hockenbury
A Notary Public of New Jersey
My Commission Expires June 23, 1988

I, the undersigned, an Assistant Vice President of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at Piscataway, in the State of New Jersey. Dated the 3rd day of September, 19 86.




James M. Keane, Assistant Vice President

TITLE OF ORDINANCE Water Contract 86-XP-3, North Clinton Street Water Main Extension

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety *J-26-09-22*

SYNOPSIS OF ORDINANCE Water Contract 86-XP-3, North Clinton Street Water Main Extension
is for the installation of ductile iron water main as follows: 900+ L.F. of 12" and
3,300+ L.F. of 16" water main on North Clinton Street, from an existing water main
250+ L.F. north of River Cove Trail, northward to Clinton Park and including Clinton
Park. All Star Construction & Excavating, Inc. is the contractor.

EFFECT OF PASSAGE Improved water conditions at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$126,058.65

ASSIGNED TO COMMITTEE _____

BILL NO. S-86-09-22

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

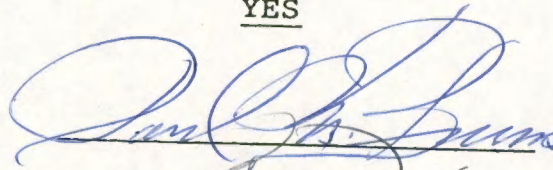
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) XXXXXXX approving Water Contract

86-XP-3, North Clinton Street Water Main Extension, between All
Star Construction & Excavating, Inc., and the City of Fort Wayne,
Indiana, in connection with the Board of Public Works and Safety

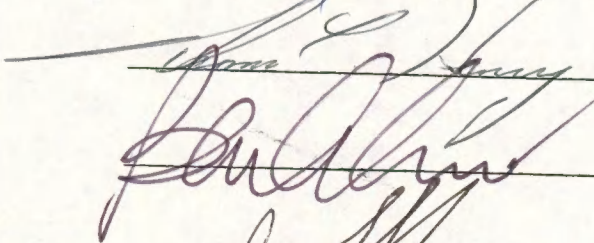
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~) _____

YES

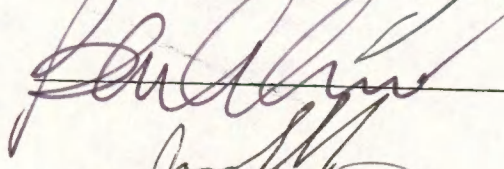
NO



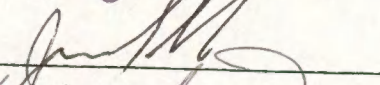
PAUL M. BURNS
CHAIRMAN



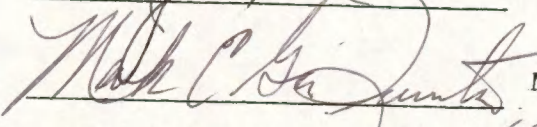
THOMAS C. HENRY
VICE CHAIRMAN



BEN A. EISBART



JAMES S. STIER



MARK E. GiaQUINTA

CONCURRED IN 10-14-86

SANDRA E. KENNEDY
CITY CLERK